

Fleet Breakdown Cover Terms and Conditions

September 2019



Welcome to the AA

A warm welcome to the AA and thank you for choosing Fleet Breakdown Cover. The AA's Breakdown Service is available 24 hours a day, 365 days a year. As the UK's largest motoring organisation the AA deals with around 3.5 million breakdowns each year throughout the UK, Channel Islands and the Isle of Man.

This booklet is split into 2 parts and sets out the Terms & Conditions of the contracts that make up your Fleet Breakdown Cover:

- 1 - Fleet Breakdown Cover Policy; and
- 2 - Fleet Breakdown Cover Arrangement and Administration Contract.

Please read this booklet carefully and keep it in a safe place as any use of your Fleet Breakdown Cover is subject to these Terms & Conditions.

Please note that whilst most of the Terms & Conditions relating to Breakdown Cover apply to all UK customers, there are some variations depending on the type of cover you have purchased. To understand which of the Terms & Conditions apply to your particular Fleet Breakdown Cover, please make sure you are aware of the type of cover you hold. Your type of cover will be detailed in the accompanying letter or advised to you in writing separately and this will confirm the level of breakdown cover you hold (which determines the extent of service you receive).

If you are uncertain of this information then please call us on 0800 55 11 88 (Option 1) where one of our advisors will be able to help.

Fleet Breakdown Cover can involve you contracting with three insurers for your breakdown cover: Roadside Assistance, Home Start and Relay are provided by Automobile Association Developments Limited (trading as AA Breakdown Services), Relay Plus (Onward Travel) and Accident Management are provided by Acromas Insurance Company Limited (AICL). The Terms & Conditions of Breakdown Cover are set out in the 'Fleet Breakdown Cover Policy' part of this booklet. The cost of Fleet Breakdown Cover comprises a premium payable to the insurer(s).

Fleet Breakdown Cover also involves a separate contract between you and us (Automobile Association Insurance Services Limited) under which we agree to arrange and administer your Fleet Breakdown Cover (see the "Fleet Breakdown Cover Arrangement and Administration Contract" part of this booklet).

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Part 1. Fleet Breakdown Cover – Your Contract with the Insurer(s)

About Fleet Breakdown Cover

Demands and Needs

This product helps you to choose from a range of cover levels designed to meet your demands and needs. Your Statement of Insurance shows the cover level(s) you have selected. The choices you have made will depend on your personal circumstances and therefore, please check your statement to ensure that the cover you have chosen continues to meet your needs.

Cover level	Customer Needs
Fleetwide Breakdown Cover (1-5)	Customers who require Fleet Breakdown Cover for standard (non- specialist) vehicles, under 3.5 tonnes in weight and are looking for a package of breakdown cover options (combinations of Roadside Assistance, Home Start, Relay, Relay Plus and Accident Management)
Specialist Vehicle Cover (2,4,5,8,9,10)	Specialist Vehicles are defined but not limited to the following; taxis, minicabs, hire/rental vehicles, police cars, ambulances, couriers, delivery/ goods vehicles, dairy vehicles, ice-cream vans, hearses, trade plate vehicles or motorcycles. Specialist Vehicle Cover is designed for these specific customers looking for a package of breakdown cover options (combinations of Roadside Assistance, Home Start, Relay and Accident Management)
Minibus Rescue	Minibus Rescue Cover is designed to take effect following a recovery under Relay. We will arrange a replacement vehicle suitable for carrying the number of passengers at the time of the breakdown. Minibus Rescue includes the following; Roadside Assistance, Home Start, Relay and Onward Travel
Roadside Assistance	Customers who need a mechanic in the event they breakdown more than ¼ mile away from their home address and recovery to a local repairer
Home Start (also known as At Home)	Customers who need a mechanic in the event they breakdown at their home address and recovery to a local repairer
Relay (also known as National Recovery)	Customers who if we're unable to repair the vehicle need their vehicle to be recovered to a single destination of their choice
Relay Plus	Customers who, if we're unable to arrange a prompt local repair, need a hire car or hotel accommodation or public transport costs to continue their journey
Onward Travel	Customers who, if we're unable to arrange a prompt local repair, require a replacement vehicle with driver for up to 17 passengers
Accident Management	Customers who require help with vehicle recovery, arranging repairs and liaising with insurers regarding insurance claims after accidents or vandalism.

Vehicle specifications

Breakdown assistance is only available for cars, vans, minibuses or motorcycles which meet the specifications set out below.

Please note that 'car, van, minibus or motorcycle' does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

Specialist Vehicles are defined but not limited to the following: taxis, minicabs, hire/ rental vehicles, police cars, ambulances, couriers, delivery/ goods vehicles, dairy vehicles, ice-cream vans, hearses, trade plate vehicles or motorcycles.

Maximum Vehicle Weight:	3.5 tonnes (3,500kg) gross vehicle weight
Maximum Vehicle Width:	8ft 3in (2.55m)
Maximum Vehicle Height:	9ft 6in (2.9m)

Assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, subject to the dimensions falling within the above limits.

Fleet Breakdown Cover is only available for vehicles that have been registered with the AA for 24 hours at the time assistance has been requested.

Transportation of Animals

Please note that horses or livestock will not be recovered and the recovery of any animal is at the AA's discretion. See General Terms and Conditions, clause 1m, page 18.

Your Fleet Breakdown Cover Policy in full

If you require Breakdown Assistance

Where cover is available:

Fleet Breakdown Cover detailed in this Policy only applies when the Covered Vehicle first becomes stranded in Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

How to contact the AA:

If the Covered Vehicle has broken down and requires assistance, please contact the AA on the telephone numbers provided on the back cover of this booklet. It is important that You contact the AA because if You contact a garage direct You will have to settle the bill and the AA will not be obliged to reimburse You.

How the AA will identify that You are entitled to assistance:

The AA recommends that the breakdown card is kept in the Covered Vehicle as the Driver will require the card to access service. Please note that the AA is entitled to assume that anyone driving or travelling in the Covered Vehicle is authorised by You to request assistance for that vehicle. You must make all Drivers aware of the terms of Your Fleet Breakdown Cover and must give the Drivers copies of the breakdown information supplied by the AA in conjunction with the breakdown cards.

When the Driver contacts the AA for assistance s/he will be asked to show the breakdown card to ensure that only those customers entitled receive service. If a valid breakdown card cannot be produced, the AA reserves the right to refuse service. For further details please refer to General Terms and Conditions, clause 3f, page 19.

Please also note that You should advise the AA immediately of any changes to contact name, company address and vehicle registration numbers. Please refer to General Terms and Conditions, clause 14, page 21.

If you're not an AA customer or don't hold the relevant level of cover:

If You are not entitled to any AA breakdown assistance services or You are not, at the time of the breakdown, entitled to the particular assistance service(s) You require, the AA may still be prepared to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant Fleet Breakdown Cover, a supplementary premium will be payable. The cost of this premium will be confirmed to you at the time of purchase.

In addition, if You have broken down and require, but don't have, Relay (and the AA is prepared to upgrade Your Fleet Breakdown Cover to include this) You will need to pay a surcharge for purchasing Relay in a breakdown situation in addition to the price of the Relay cover. The cost of this premium will be confirmed to you at the time of purchase. Additionally, the AA is entitled to limit the distance of the recovery under Relay on this occasion. The maximum mileage will be notified to You when You request assistance and You will be charged for any recovery provided in excess of this mileage. The cost of this additional mileage will be confirmed to you at the time of purchase.

If you are provided with breakdown assistance service(s) but subsequently default in making payment for your Fleet Breakdown Cover

Subject to any statutory rights you may have, if the AA provides breakdown assistance services under your Fleet Breakdown Cover, at your request or at the request of someone who the AA believes is entitled to request assistance under your Fleet Breakdown Cover, and subsequently it becomes apparent that you have not paid for your Fleet Breakdown Cover (or the relevant part thereof) then the AA will be entitled to charge you for the services actually provided.

Compliments and complaints

We aim to provide you with a high level of service at all time. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: 0370 608 0277 (Mon-Fri 9am-5pm)

Email: fleetcustomers@theAA.com

Post: Business Support,
AA Business Services, Swallowfield One,
Wolverhampton Road, Oldbury,
West Midlands B69 2AG

Fax: 0121 543 7949

Text Relay is available for deaf, hard of hearing or speech impaired customers.

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period, we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

E-mail: complaint.info@financial-ombudsman.org.uk

Post: The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

Financial Services Compensation Scheme (FSCS) for Fleet Breakdown Cover: Relay Plus, Onward Travel and Accident Management, which are provided by Acromas Insurance Company Limited (AICL), are covered by the FSCS.

If you have purchased Relay Plus, Onward Travel or Accident Management you may be entitled to compensation from the scheme if AICL cannot meet its obligations in relation to that cover. This depends on the type of business and the circumstances of the claim. General insurance provided by a regulated insurer such as AICL is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

The following types of business are excluded from the Financial Services Compensation Scheme:

- Large companies (a body corporate which does not qualify as a small company under section 247 of the Companies Act 1985);
- Large mutual associations (a mutual association or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency at the relevant time));
- Large partnerships (a partnership or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency at the relevant time)).

Full details of eligibility for the Financial Services Compensation Scheme can be found at www.fscs.org.uk

Please note that Roadside, Relay and Home Start are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and this company does not fall within the FSCS.

Definition of words and phrases used in this Policy

Some common terms are used to make this Policy easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

‘AA’ means the relevant insurer of the breakdown cover being Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, Relay and Home Start, and Acromas Insurance Company Limited for Relay Plus, Onward Travel and Accident Management or any or all of those insurers, as the context requires or allows.

‘AAIS’ means Automobile Association Insurance Services Limited.

‘Fleet Breakdown Cover’ means Fleetwide, Specialist Vehicle and/or Minibus Rescue cover.

‘Breakdown’ means an event:

- a) causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on its journey because of some malfunction of the vehicle or failure of it to function; and
- b) after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

‘Covered Vehicle’/ ‘Your Vehicle’ means a vehicle operated by You and listed in Your joining or renewal letter as being included in Your Fleet Breakdown Cover.

‘Home Address’ means the address which the AA has recorded as the registered address of the Covered Vehicle at the time of the relevant breakdown or accident.

‘Driver’ means the Driver of the Covered Vehicle at the time of the breakdown or accident.

‘Premium’ means the premium You pay for Your Fleet Breakdown Cover.

‘Subscription Year(s)’ means the period(s) of 12 months commencing from the start of Your Fleet Breakdown Cover or from any anniversary of the start of that cover.

‘UK’ means Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

‘Vehicle Restrictions’ means the Vehicle Restrictions set out below.

‘Customer’ ‘You’ and ‘Yours’ means the individual, company or other organisation who has purchased Fleet Breakdown Cover and, if the context requires, includes reference to the Driver driving the Covered Vehicle with Your consent.

‘Your Cover’ means Your policy for Fleet Breakdown Cover, as described in these Terms and Conditions.

Service Descriptions – What is covered and what is not covered

Roadside Assistance

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered:

- Roadside Assistance is available if Your Vehicle is stranded on the highway more than a quarter of a mile from the Home Address following a breakdown or accident;
- If, following a breakdown, a Patrol or appointed agent cannot fix Your Vehicle, it, together with the Driver and up to a maximum of seven passengers, will be taken to the AA's choice of relevant local repairer (in the case of an electric Vehicle that has run out of charge, this will be to the nearest charge point) or to a local destination of the Driver's choice, provided it is no further;
- The AA will make a telephone call at the Driver's request following a breakdown;
- Please note that any contract for repair, other than repairs carried out by the AA or its agent at the roadside under Your Fleet Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA's responsibility to instruct the repairer to undertake any work required or to pay them for it;
- The AA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and the AA does not provide any assurance or warranty with respect to any work carried out at Your request by any third party repairer.

What is not covered:

- The cost of spare parts, fuel, oil, keys or other materials required to repair Your Vehicle or any supplier delivery service or call-out charges related to these items;
- The cost of any labour, other than that provided by the AA or its agents under Your Fleet Breakdown Cover at the scene of the breakdown or accident;
- Any additional transport or other costs that might be incurred or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow following an accident (see General Terms and Conditions, clause 2, page 18);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by the Driver;
- A second or subsequent recovery, after the Covered Vehicle has been recovered following a breakdown;
- All things excluded under General Terms and Conditions, pages 17-22.

Home Start

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered:

- Home Start is an optional extra to Roadside Assistance and is only available if it is included in Your package (see page 10); and if the Home Start cover has been paid for at least 24 hours before the breakdown occurred.
- Home Start provides access to the same service as is available under 'Roadside Assistance' following a breakdown or accident at or within a quarter of a mile of the Home Address.

What is not covered:

- All things excluded under 'Roadside Assistance – what is not covered'.

Relay

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered:

- Relay is an optional extra to Roadside Assistance and is only available if it is included in Your package (see page 10); and if the Relay cover has been paid for at least 24 hours before the breakdown occurred.
- Relay is available when the AA provides either Roadside Assistance or Home Start service and the AA cannot arrange a prompt local repair;
- Relay provides recovery of Your Vehicle, together with the Driver and up to a maximum of seven passengers (or for Minibus Rescue a maximum of the number of passenger seats in the Minibus) to any single destination of the Driver's choice in the UK, Channel Islands or Isle of Man (see also General Terms and Conditions, clause 1g, page 19).

What is not covered:

- If You join already requiring Relay and the AA is prepared to provide Relay assistance for the breakdown concerned then you will need to pay a surcharge for purchasing Relay in a breakdown situation in addition to the price of Relay cover. Additionally, the AA is entitled to limit the relevant recovery under Relay to the maximum mileage notified at the time the request for the relevant assistance was made and to charge for any recovery provided in excess of that mileage. The cost of this additional mileage will be confirmed to you at the time of purchase;
- Relay does not provide recovery in cases of mis-fuelling. In such cases service will be restricted to a local tow provided under your Roadside Assistance cover;
- All things excluded under 'Roadside Assistance' 'What is not covered' on page 12.

Compassionate Relay Assistance

The AA may be prepared to make Relay available if You are, or the Driver of Your Vehicle is, unexpectedly taken ill during a journey and no other passenger can drive Your Vehicle so as to complete your intended journey. Any Compassionate Relay Assistance is given at the AA's absolute discretion and subject to the production of any proof of illness that the AA reasonable requires.

Onward Travel (Minibus Rescue only)

Underwritten by Acromas Insurance Company Limited, which is authorised by the Financial Services Commission, Gibraltar.

What is covered:

- Following a recovery under Relay, The AA will arrange for the provision (via the AA's chosen supplier) of a replacement vehicle which is, in the AA's opinion, of a type and size suitable for carrying the number of passengers in the Covered Vehicle at the time of the breakdown. The total number of passengers is subject to a maximum of the number of fixed seats in the Covered Vehicle. Recovery will be provided for a single journey to one UK destination of the Driver's choosing (which need not be the same as the destination to which the Covered Vehicle is recovered);
- A replacement minibus or midi coach will generally be provided with a driver. In this case the vehicle cannot be self-driven. Any replacement vehicle, whether a minibus, midi coach or otherwise which is provided together with a driver will be used to transport all persons who were travelling in the original vehicle (including their hand luggage) to a single UK destination (which need not be the same destination as that to which the original vehicle was recovered). The AA will pay for the supply of the replacement vehicle (and its driver) to the chosen single UK destination. There shall be no entitlement in regard to any additional journeys which You, the Driver or anyone in the Driver's party may wish to undertake;
- Except as provided below and, unless at the time of recovery the AA specify otherwise, provision of a driver for the replacement vehicle (in which case the replacement vehicle may not be driven by You, the Driver or anyone else in the Driver's party).

What is not covered:

- Transportation of luggage in excess of reasonable hand luggage. Excess luggage (which includes specialist sports/musical and other equipment) will be recovered with the Covered Vehicle. All luggage remains at the Driver's risk at all times. It is the Driver's responsibility to make sure it is packed and stowed safely and securely for recovery;
- A second or any subsequent journey (e.g. the return journey from the replacement vehicle's destination or to the destination of the Covered Vehicle);
- The AA will seek to provide a replacement vehicle similar to the Covered Vehicle wherever reasonably possible but are not obliged to provide a replacement vehicle on a 'like for like' basis. The AA reserves the right to provide multiple vehicles and/or vehicles of different types and sizes. The AA is not obliged to provide a replacement vehicle with a tow bar, even if the Covered Vehicle has one, but will seek to do so;
- The provision of service to any persons in excess of the number of seats fitted in the Covered Vehicle at the time of breakdown, or to anyone who was not travelling in the Covered Vehicle at the time of the breakdown ("Excess Passengers"). If there are Excess Passengers, the AA will seek to arrange, but will not pay for, their onward transportation;
- Anything under the Relay exclusions listed above;
- Anything under the General Exclusions and General Terms and Conditions.

Please note: Where a vehicle with driver is not available, a replacement self-drive vehicle will be supplied to You/ the Driver by the AA's chosen suppliers. The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit e.g. for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

Relay Plus

Underwritten by Acromas Insurance Company Limited, which is authorised by the Financial Services Commission, Gibraltar.

What is covered:

- Relay Plus is only available if it is included in Your package (see page 11); and if the Relay Plus cover has been paid for at least 24 hours before the breakdown occurred;
- Relay Plus is available if Your Vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or Home Start and where the AA cannot arrange a prompt local repair.
- Customers with Relay Plus may choose from one of the following:
 - a replacement vehicle
 - overnight accommodation
 - public transport costs

What is not covered:

- Relay Plus cannot be provided retrospectively;
- Relay Plus is not available following an accident or self-induced fault(see General Terms and Conditions, clause 2, (page 18).

Relay Plus benefit options

A: Replacement vehicle

What is covered:

- This benefit consists of arranging and paying for a replacement mid-range saloon or hatchback type car with engine capacity of up to 1,600cc, plus insurance for up to 48 hours from an AA chosen supplier. Where possible, and unless the receipt of the hire vehicle is delayed at the Driver's request and with the AA's agreement, the AA will arrange for any replacement vehicle to be provided by the supplier around the time and point of the relevant breakdown. If the hire vehicle is not taken at that time, the Driver is responsible for arranging delivery direct with the relevant supplier. The AA may be prepared to assist in the making of these arrangements.

What is not covered:

- Other charges arising from the Driver's use of the hire vehicle, such as (without limitation) fuel costs, any insurance excess charges, and charges arising if the Driver keeps the vehicle for more than 48 hours;
- Replacement vehicles cannot be supplied with a tow bar, and therefore the Driver's caravan or trailer will have to, if eligible, be recovered under Relay with Your Vehicle.

Please note: Replacement cars are supplied to You/ the Driver by the AA's chosen suppliers. The vehicle hire agreement will be between You/ the Driver and the relevant supplier and will be subject to that supplier's Terms & Conditions. These will usually require or include (amongst other things):

- Production of a full driving licence valid at the time of issue of the hire vehicle;
- Limits on acceptable endorsements;
- Limitations on the availability and/or engine capacity of the replacement vehicle;
- A cash or credit card deposit eg for fuel;
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.

OR

B: Public transport costs

The AA will reimburse reasonable public transport costs incurred by the Driver and up to a maximum of seven passengers (see General Terms and Conditions clause 1g) in travelling to a single UK destination.

Claims should be made in writing and sent together with proofs of purchases and receipts to: the AA, Relay Plus Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

OR

C: Overnight accommodation

The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of its choice for the Driver and up to a maximum of seven

Please note that any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

Accident Management

Underwritten by Acromas Insurance Company Limited, which is authorised by the Financial Services Commission, Gibraltar.

Accident Management is only available if it is included in Your package (see page 11). This service will handle communications with insurance companies and repairer when the vehicle is involved in an accident.

Accident Management Service is not available under Minibus Rescue.

What is covered:

- Accident Management will assist with the communication with the Covered Vehicle's insurance

company and repairer when a Covered Vehicle has been involved in a motor accident of any type, regardless of fault, occurring at any location within the United Kingdom.

- Accident Management will help to arrange and co-ordinate the recovery and repair of the Covered Vehicle by utilising the services available to You at the time the accident occurs.
- Accident Management is available, whether the vehicle is immobilised or remains mobile/driveable after an accident.
- Accident Management is also available in regard to Covered Vehicles damaged by vandalism and attempted theft.
- Accident Management will assist with the making of necessary arrangements for the repair of covered vehicles sustaining accident damage, and will monitor the performance of the repair work.
- Accident Management will instruct a personal injury solicitor to assist an injured driver in the result of a non-fault accident.

General Terms of Accident Management

1. The AA will assume that the Driver has authority to request the provision of the Accident Management service.
2. Where the only damage, regardless of cause, to a Covered Vehicle is windscreen damage, the Accident Management service is limited to the provision of the telephone number of a replacement windscreen supplier.
3. Accident Management entitlements are only applicable within the UK.
4. Any ferry or Toll charges incurred during the recovery of a vehicle within the UK will be Your own responsibility.
5. Accident Management service shall not be provided where a Covered Vehicle has suffered only mechanical breakdown or component failure and no accident or vandalism damage.
6. Neither You nor the Driver should initiate or arrange any vehicle repairs until they have been authorised to do so by the AA. The AA reserves the right to withhold the Accident Management services if any such repairs are initiated before such authorisation is given.
7. No Accident Management services or facilities are available in regard to any personal injuries that may result from any motor accident and Accident Management service will not, therefore, pay or arrange for any hospital treatment, physiotherapy etc, resulting from any accident.
8. Accident Management services are not available for use by, or for any third parties involved in, vehicle accidents (regardless of fault) with Your Drivers.
9. Any courtesy car supplied by the repairer is at the repairer's discretion and You/ the Driver will be responsible to ensure that the courtesy car has sufficient insurance cover.
10. Accident Management will not provide a replacement vehicle although this service is available to the Driver as an option if they have Relay Plus.
11. While the Accident Management service will make all necessary arrangements for the repair of Covered Vehicles sustaining accident damage, the Accident Management service gives no guarantee or warranty in connection with the standard or quality of any such repair work performed or replacement components fitted to Covered Vehicles. Under no circumstances shall the AA be held responsible for any repair work performed or replacement components fitted by a vehicle repairer as a result of or in connection with the provision of the Accident Management service.
12. It is the responsibility of the Accident Management customer (or if appropriate their insurer) to pay for all vehicle repairs (both labour and parts) performed to a Covered Vehicle following a motor accident. In the event of a payment default, the AA cannot be held responsible.
13. While the AA's vehicle recovery services are available 24 hours a day, every day of the year, the Accident Management service will only operate during normal working hours, although messages may be left at any time.
14. In the event that as part of the accident repair process the Accident Management service has arranged for the provision of any additional AA services (e.g. technical inspections, damage reports or vehicle delivery), You (or if appropriate Your insurer) will be charged the current market price for those additional AA services.

General Terms and Conditions

General exclusions

1. Fleet Breakdown Cover does not provide for:
 - a. **Any vehicle servicing or re-assembly for example**
For example, where this is required as a result of neglect or unsuccessful work on the Covered Vehicle (including, but not limited to, DIY vehicle maintenance) other than on the part of the AA or its agents;
 - b. **Garage labour costs**
The cost of garage or other labour required to repair the Covered Vehicle, other than that provided by the AA or its agents at the scene of the breakdown or accident;
 - c. **Fuel draining**
Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for Your Vehicle, the Driver and up to seven passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any work required;
 - d. **Failure to carry a serviceable spare**
Any additional charges resulting from Your failure to carry a legal and serviceable spare wheel(s) or tyre(s), except where this is not provided as manufacturer's standard equipment. The AA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
 - e. **Having Your Vehicle stored or guarded in Your absence;**
 - f. **Vehicles on private property**
The provision of service when the Covered Vehicle is on private property e.g. garage premises, unless it can be established that the Driver has the permission of the owner or occupier;
 - g. **Excess passengers**
The provision of service to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;
 - h. **Ferry, toll charges etc**
Any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered;
 - i. **Recovering vehicles from trade or auction**
The recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;
 - j. **Transporting from trade premises**
The transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
 - k. **Locksmiths, tyre, glass or bodywork specialists costs**
The cost (including any call-out charge) of any locksmith, body-glass or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on Your/ the Driver's behalf, however it will not pay for these specialist services and any contract for services provided will be between You/ the Driver and the relevant specialist. If, in the AA's reasonable opinion, the Covered Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by AA patrols is required, the AA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in the AA's

opinion, mobilise the Covered Vehicle, no further service will be available for the breakdown in question;

l. Specialist lifting equipment

The cost of any specialist lifting equipment (not normally carried by AA patrols), if this is, in the view of the AA, required to provide assistance e.g. when a Vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances the AA will arrange recovery but at Your cost. Once the vehicle has been recovered to a suitable location, normal AA service will be provided;

m. Transporting animals

The transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs to be transported together with their owner, where the AA will provide transportation unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does, at its absolute discretion, agree to transport an animal, then this will be at Your/ the Driver's own risk. It is the Driver's responsibility to secure any animal being transported or to make alternative arrangements for its transportation;

n. Participating in sporting events

Assistance for vehicles broken down as a result of taking part in any 'Motor Sport Event', including, without limitation, racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider 'Concours d'élégance' events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

2. Fleet Breakdown Cover does not provide for any vehicle recovery following an accident. The AA may, if requested, be prepared to provide recovery following an accident but, if so, the person making the request will be responsible for paying the AA's charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used).

If Your Fleet Breakdown Cover includes Accident Management (see page 10), please refer to Accident Management Terms and Conditions on page 15.

If following an accident, one of the Relay Plus or Onward Travel services is required (and You have Relay Plus or Onward Travel), the AA may, again, be prepared to arrange this but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains the Driver's responsibility to ensure that any requirements of the relevant motor insurer are properly complied with when making a claim under the relevant motor insurance policy.

General rights to refuse service

Please note: If a Customer is refused service by the AA the Customer has the right to an explanation in writing (see 'Compliments and complaints' for Business Support contact details).

3. The AA reserves the right to refuse to provide or arrange breakdown assistance under the following circumstances:
- a. **Repeat Breakdowns within 28 days**
i.e. where service is requested to deal with the same or similar cause of breakdown to that which the AA attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the AA or its agents;
 - b. **Unattended vehicles**
i.e. where the Driver is not with the Covered Vehicle at the time of the breakdown and the Driver is unable to be present at the time assistance arrives;
 - c. **Unsafe or unroadworthy vehicles**
i.e. where in the AA's opinion, Your Vehicle was, immediately before the relevant breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. This includes where breakdown has been caused by the illegal use of or introduction of unsafe substances, such as agricultural (Red) Diesel. Without

restricting the generality of the AA's rights under this provision, please note that for a UK registered vehicle to be used on, or to be recovered with its wheels in contact with the public highway, it must have/ display a valid current excise licence ('tax disc'). Where no current excise licence (tax disc) is displayed, and unless we are reasonably satisfied that the vehicle concerned is exempt from such display, we reserve the right to refuse service;

d. Assisting where unsafe or unlawful

i.e. where, other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);

e. Delay in reporting

i.e. where the breakdown is not reported within 24 hours of You becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);

f. Cannot verify Eligibility

The premium paid will be fully refunded if it can be established that the relevant level of service entitlement was held at the time of the breakdown.

g. Unreasonable behaviour

i.e. where the AA considers that You:

- (i) or anyone accompanying you or the Driver, or who is receiving or is entitled to receive assistance in connection to your Fleet Breakdown Cover is behaving or has behaved in a threatening or abusive manner to AA employees, Patrols or agents, or to any third party contractor; or
- (ii) have falsely represented that You or the Driver are entitled to services to which You or the Driver are not entitled; or
- (iii) have assisted another person in accessing AA services to which they are not entitled; or
- (iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.

Additional services

4. Any additional services made available by the AA which are not described in these Terms and Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

Use of agents

5. Service from dedicated AA Patrols is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

Requests for assistance

6. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If You or the Driver contact a garage direct, You or the Driver will have to settle its bill and the AA will be under no obligation to reimburse You.

Emergency nature of breakdown service

7. AA patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a Vehicle after a breakdown or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the Vehicle concerned.

Cancellation of Fleet Breakdown Cover

8. You have the right to cancel Your Fleet Breakdown Cover within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Fleet Breakdown Cover) or the receipt of the relevant cover documents, whatever happens later. The following refund policy will apply for customers cancelling within the cooling off period:
 - a) if the Customer joined already requiring assistance, the Customer will receive a full refund of the total premium paid less the AA's charges for assistance provided. The minimum charge for this assistance is £130, which excludes any additional recovery charges paid for excess mileage (see under 'Relay', 'what is not covered' on page 13).
 - b) if the Customer did not join already requiring assistance, the Customer will receive a full refund of the premium. You (and any Drivers) must not, in any event, make further use of the cancelled Fleet Breakdown Cover. Please note that there will be no separate or additional cooling off period(s) during the Subscription Year, regardless of any changes that are made to the Fleet Breakdown Cover.
9. Outside of any relevant cooling off period (on joining or renewal) and subject to any other statutory rights You may have, there will be no right to cancel (and therefore no refund of the Membership premium) for the remainder of that Membership year.
10. The AA shall have the right to cancel any Fleet Breakdown Cover Policy if:
 - a) the AA has been entitled to refuse service under clause 3g, page 19;
 - b) the maximum number of call-outs, as set out in the AA's Service Control on page 22, has been reached or exceeded in any two consecutive Subscription Years;
 - c) the AA considers, in its reasonable opinion, and as a result of the Customer's conduct, that there has been a breakdown in its relationship with the Customer; or
 - d) Fleet Breakdown Cover was taken out where the AA was, or is, entitled to cancel an existing or previous cover under sub paragraph a), b) or c) of this clause;
 - e) You are late in paying any sum due to the AA;
 - f) You become insolvent or bankrupt or subject to any similar event or process.

No refund of Premium shall be due following a cancellation under sub-clause a) or b). In the event that the AA cancels an Fleet Breakdown Cover policy in accordance with sub-clause c) or d), the AA shall give a pro rata refund of the premium based on the unexpired cover at cancellation provided always that no service has been given (if service has been given, no refund shall be due).

11. Changes to Your Cover - Subject to the Vehicle Specifications, the payment of any additional premiums due and any other limits imposed by the terms of Your Fleet Breakdown Cover, You may:

- (i) add new vehicles to Your Fleet Breakdown Cover;
- (ii) if You replace any of Your Covered Vehicles, add the replacement Vehicles to Your Fleet Breakdown Cover instead of the Covered Vehicle they replace;
- (iii) upgrade Your Fleet Breakdown Cover to another Fleet Breakdown Cover package.

Please see General Exclusion (1) for details of when changes to Your Fleet Breakdown Cover take effect. The AA reserve the right to refuse to re-register any Vehicle which has previously been registered under Your Fleet Breakdown Cover in the same Subscription Year and to make administration charges if You request more than 3 changes in any Subscription Year.

Autorenewal

12. If Fleet Breakdown Cover is paid annually by Direct Debit or Continuous Credit Card and the payer has agreed to allow us to collect the renewal premium automatically each year, then unless we hear to the contrary, your Fleet Breakdown Cover will be automatically renewed at the end of each year. A reminder will be sent to advise of the cost of Fleet Breakdown Cover, and any changes to Terms and Conditions that will take effect at renewal.

If You do not want to renew on this basis, You should notify the AA at least 7 days prior to renewal. For information, this should be done by contacting AAIS on 0800 55 11 88 (option 1).

Changes to Terms & Conditions

13. The AA is entitled to change any of the Terms and Conditions at renewal. The AA also reserves the right to make changes to these Terms and Conditions during the Subscription Year, on the giving of at least two weeks notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

Changes to your Personal Details

14. Changes to Your details (including changes to Vehicle details) must be notified to the AA immediately. This must be done by contacting AAIS on 0800 55 11 88 (option 1), by emailing fleetcustomers@theAA.com or by writing to AAIS at: AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury, West Midlands B69 2AG. Please note changes to Your details can only be made by the named contact(s) on Your account.

Matters outside the AA's reasonable control

15. While the AA seeks to meet the service needs of Customers at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by the AA, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

Exclusion of liability for loss of profit etc

16. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for:
- a) any increased costs or expenses; or
 - b) any loss of
 - (i) profit; or
 - (ii) business; or
 - (iii) contracts; or
 - (iv) revenue; or
 - (v) anticipated savings; or
 - © or any special, or indirect or consequential losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury. You shall ensure that Your Drivers are aware of this and that this is a condition of receiving assistance.

Enforcement of Terms & Conditions

17. Failure to enforce or non-reliance on any of these Terms and Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
18. None of the Terms and Conditions, or benefits, of Fleet Breakdown Cover are enforceable by anyone else other than the Customer. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

Use of headings

19. The headings used in this Policy are for convenience only and shall not affect the interpretation of its contents.

Interpretation: use of English law & language

20. Fleet Breakdown Cover and these Terms and Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Fleet Breakdown Cover is the United Kingdom. The Terms and Conditions are written in English and all correspondence entered into shall be in English.

Service Control – Usage levels

Service Control establishes usage levels which apply to all Fleet Customers requesting service under their Fleet Breakdown Cover. Service Control is designed to help keep cover affordable by making sure that high use by a minority of fleets is avoided. In order to monitor use of breakdown service the AA applies the following usage calculation. For any fleet size, the equivalent of one breakdown per year for each of the Vehicles covered would represent a usage rate of 100%. For example, a fleet with 10 Vehicles, which has had 20 breakdowns within one year, would have a 200% usage rate. This calculation is not restricted to whole years. For example, a fleet with 10 Vehicles, which has had 20 breakdowns within six months, would be considered to have a 400% usage rate.

Excess Requests/ Non-Covered Vehicles

If You make any requests for service in excess of a fleet usage limit of 300% (calculated as outlined above), the AA will charge You for each additional request on a pay-for-use basis – i.e. a specified amount for each request for service. The pay-for-use charge will be calculated in accordance with the AA's standard prices under our current pay-for-use scheme (which may vary from time to time) and are one-off payments, so do not entitle You to any ongoing cover. In addition, the AA operates a fair usage policy on a vehicle by vehicle basis. Should service be requested and delivered for a single vehicle on more than seven occasions within a Subscription Year, the AA reserves the right to move (with notice) the vehicle from Insured Cover to Pay For Use.

Additional premiums at renewal

The rate of usage of service under Fleet Breakdown Cover will help to determine the level of premium at renewal and in some instances You may only be offered terms under the pay-for-use scheme.

Any Customer who has previously been offered renewal at an increased premium or on pay-for-use terms to reflect previous service usage, will be permitted to take the AA's cover only at the level then applicable to their previous actual usage rate. This restriction will apply for a period of two years immediately following the date on which the original renewal of cover was due.

Additional Charges for Non-Covered Vehicles

The AA will charge You/ the Driver on a pay-for-use basis if the AA provides service for Vehicles which, in the AA's opinion, are not Covered Vehicles, do not comply with the Vehicle Specifications set out on page 11 or, for any other reason, are not entitled to receive the service requested ("Non-Covered Vehicles") - see General Exclusion (3) for more details. The pay-for-use services provided for such Non-Covered Vehicles will be at the AA's absolute discretion and will be initially limited to Roadside Assistance, but may be extended to service equivalent to Relay and/or Relay Plus, depending on the level of assistance Your Fleet Breakdown Cover provides. In any event, the AA will inform You of the pay-for-use charges for the requested services at each stage and those charges must be paid before service will be provided. In addition, if You/ the Driver requires Relay Plus or Onward Travel services in this situation, such as hotel accommodation, vehicle hire or public transport these must be paid for directly by You/ the Driver.

The AA will refund pay-for-use charges paid for Non-Covered Vehicles (and, subject to the level of Your Fleet Breakdown Cover, expenses paid by You/ the Driver) if You establish to the AA's reasonable satisfaction that the Vehicle in question was covered for that level of service under the terms of Your Fleet Breakdown Cover and the provision of that service was within Your service usage limit. The AA may also decide at its discretion to waive the pay-for-use charge if You can demonstrate to the AA's satisfaction that, as at the date of service, the Non-Covered Vehicle has replaced a Covered Vehicle on Your Fleet Breakdown Cover. Subject to any statutory rights You may have, You are not entitled to a refund of pay-for-use charges for excess requests or Non-Covered Vehicles in any other circumstances, including if the relevant Vehicle cannot be fixed at the roadside.

Part 2. Fleet Breakdown Cover Arrangement and Administration Contract – Your Contract with AAIS

Fleet Breakdown Cover and Administration Contract - Your Contract with AAIS

Set out below are the Terms and Conditions of your contract with Automobile Association Insurance Services Limited ("AAIS") relating to AAIS's arrangement and administration of your Fleet Breakdown Cover.

Please note that some sales are not arranged through AAIS and if this applies to your cover, you will be issued with a separate document identifying the company which arranged your cover, and giving the required information about that company.

The minimum duration of your arrangement and administration contract with AAIS is the duration of your Fleet Breakdown Cover and your contract with AAIS will terminate simultaneously with the termination of the related Fleet Breakdown Cover (whatever the reason for such termination).

1. Who regulates AAIS?

AAIS is an insurance intermediary authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority is the independent watchdog that regulates financial services. Our permitted business is that of an insurance intermediary dealing in and arranging contracts of general insurance. You can check this information on the Financial Services register by visiting the Financial Conduct Authority's website www.fca.org.uk or by contacting them on 0800 111 6768. The Financial Services Register number is 310562.

2. Which companies does AAIS deal with?

AAIS deals with Automobile Association Developments Limited (trading as AA Breakdown Services) which underwrites Roadside Assistance, Home Start and Relay, and Acromas Insurance Company Limited, which underwrites Relay Plus, Onward Travel and Accident Management. AAIS acts as an agent of these underwriters, when arranging payments or refunds of your premium. These are the only underwriters of breakdown assistance available through AAIS. AAIS may renew your cover to a different underwriter or notify you of a future change if the underwriter of AA products has changed for new policies for any reason.

3. What services does AAIS provide?

AAIS provides the following services to you:

- Providing information about breakdown cover: AAIS will provide you with information on the breakdown cover available from the insurer(s) under Fleet Breakdown Cover and will ask you some questions to help narrow down the level and type of that breakdown cover of interest to you. You will not receive advice or any recommendation on which level or type of breakdown cover to buy and you will need to make your own choice on which level and type of breakdown cover you require.
- Arranging breakdown cover. Once you decide what cover you require, AAIS will arrange this for you with the insurer(s), dealing with payment and issuing the relevant Fleet Breakdown Cover documentation and card(s).
- Administering breakdown cover: After arranging breakdown cover AAIS will administer it on your behalf, including supplying replacement Fleet Breakdown Cover documentation, keeping your Fleet Breakdown Cover records up to date, dealing with enquiries, changes to payment methods, renewals (including Autorenewal) of Fleet Breakdown Cover and cancellations (including refunds of premium on behalf of the insurer(s)).
- Making changes to breakdown cover: If during your Fleet Breakdown Cover you wish to change the type or level of cover AAIS will provide you with information to help you make your choice and will arrange any changes with the insurer(s), including dealing with any additional payments and issue any relevant Fleet Breakdown Cover documentation and card(s).
- If, during the currency of your Fleet Breakdown Cover, the relevant insurer wishes to alter the Terms & Conditions of Fleet Breakdown Cover, AAIS will provide you with the relevant information. AAIS will, for compliance purposes, keep a copy of the policy that was issued to you. Communication by AAIS concerning any policy issued will be in English.

4. What will you have to pay for services provided by AAIS?

AAIS will always inform you of, or confirm in writing its fees for the services it provides under this contract and the fee will be identified separately from the Breakdown Cover premium. .

If you are due a refund of premium following cancellation or another transaction, AAIS will be entitled to deduct any fee, charges or other sums you owe in respect of your Fleet Breakdown Cover before making any such refund.

5. Changes to Terms & Conditions

AAIS is entitled to change any of these Terms and Conditions at renewal. AAIS also reserves the right to make changes to these Terms & Conditions during the Subscription Year, on the giving of at least two weeks' notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

6. Matters outside AAIS's reasonable control

AAIS shall not be liable for service failures where it is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside AAIS's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default or suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

7. Exclusion of liability for loss of profit etc

AAIS shall not, in any event, and to the extent permitted by law, have any responsibility for

a) any increased costs or expenses; or

b) any loss of

(i) profit

(ii) business

(iii) contracts

(iv) revenue

(v) anticipated savings; or

© for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the AAIS's liability for negligence resulting in death or personal injury.

8. Third parties

None of the Terms and Conditions, or benefits, of this Contract are enforceable by anyone else other than the customer. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

9. Interpretation: use of English law & language

This contract is written in English and is governed by, and should be interpreted under, the laws of England and Wales.

10. What to do if you have a complaint?

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: 0370 608 0277

Email: fleetcustomers@theAA.com

Post: Business Support,
AA Business Services, Swallowfield One,
Wolverhampton Road, Oldbury,
West Midlands B69 2AG.

Text Relay is available for deaf, hard of hearing or speech impaired customers.

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

E-mail: complaint.info@financial-ombudsman.org.uk

Post: The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

11. Is AAIS covered by the Financial Services Compensation Scheme (FSCS)?

The activities of AAIS in arranging Fleet Breakdown Cover are covered by the FSCS. You may be entitled to compensation from the scheme if AAIS cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

12. Use of headings

The headings used above are for convenience only and shall not affect the interpretation of its contents.

USE OF YOUR PERSONAL DATA

This privacy notice lets you know what happens to any personal data that you give to us, or any that we may collect from or about you. It applies to all products and services, and cases/examples where we collect your personal data.

The AA plc and our Data Protection Officer

We're The AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA. We are a data controller of your personal data. The AA Group of companies means AA PLC, together with any entity in which AA PLC directly or indirectly has at least a 50% shareholding and where we act in support of the AA Charitable Trust for Road Safety and the Environment.

We have a dedicated data protection officer ("DPO"). You can contact the DPO by writing to the above address, marking it for the attention of the DPO, or by using the contact details in your policy terms and condition or going to the Contact Us section of our website.

1. What kinds of personal information about you do we process?

Personal information that we'll process in connection with all of our products and services, if relevant, includes:

- **Personal and contact details**, such as title, full name, contact details and contact details history;

- **Your date of birth, gender and/or age;**
- **Your nationality,** if needed for the product or service;
- **Details of beneficiaries,** such as joint policy holders, named drivers, beneficiaries of our products or services;
- **Family members** (if relevant to the product or service);
- **Records of your contact with us** such as via the phone number of our breakdown service and, if you get in touch with us online using our online services or via our smartphone app, details such as your mobile phone location data, IP address and MAC address;
- **Products and services** you hold with us, as well as have been interested in and have held and the associated payment methods used;
- **The usage of our products and services,** any call outs and claims, and whether those claims were paid out or not (and details related to this);
- **Marketing to you and analysing data,** including history of those communications, whether you open them or click on links, and information about products or services we think you may be interested in, and analysing data to help target offers to you that we think are of interest or relevance to you;
- **Vehicle information,** such as make and model, faults, repairs and repair costs. Offers may include our car, insurance, financial services, connected car, travel and any of our other products and services;
- **Telematics and driving information** about your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (for example, if you have Car Genie);
- **Driving school assessment,** including feedback and analysis of your instructor;
- **Information about your use of products or services held with our business partners,** such as insurance policies, mortgage, savings or financial services and products;
- **Information we obtained from third parties,** including information about insurance risk, pricing, claims history, instances of suspect fraud and usage history;
- **Personal information which we obtain from Credit Reference Agencies and Fraud Prevention Agencies** (see the section on 'Fraud Prevention Agencies' below), including public (e.g. defaults, CCJs) and shared credit history, financial situation and financial history;
- **Fraud, debt and theft information,** including details of money you owe, suspected instances fraud or theft, and details of any devices used for fraud;
- **Criminal records information,** including alleged offences, for example if you apply for car insurance;
- **Information about your health or if you are a vulnerable customer;**
- **Information about your property,** such as location, value, number of rooms, property type and building work you've had done;
- **Financial details about you,** such as your salary and details of other income, details of your savings, details of your expenditure, and payment method(s);
- **Details about all of your existing borrowings and loans,** if relevant;
- **Information about your employment status,** if relevant;
- **Information about your property occupier status,** such as whether you are a tenant, live with parents or are an owner occupier of the property where you live at the time of your application;
- **Your residency and/or citizenship status,** if relevant, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- **Your marital status, family, lifestyle or social circumstances,** if relevant to the product (for example, the number of dependents you have or if you are a widow or widower);
- **Information we buy or rent from third parties,** including demographic information, vehicle details, details of outstanding finance, vehicle claims history, marketing lists, publicly available information, and information to help improve the relevance of our products and services;
- **Insights about you and our customers** gained from analysis or profiling of customers;

- Where relevant, **information about any guarantor** which you provide in any application;
- **Third party transactions;** such as where a person other than the account holder uses the service, information about that person and the transaction; and
- **Tax information,** if relevant (for example, for savings accounts).

2. What is the source of your personal information?

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates or beneficiaries of products and services;
- Information generated about you when you use our products and services;
- From a broker or other intermediary (e.g. comparison site) who we work with to provide products or services or quote to you;
- AA Group companies, if you already have a product with them, have applied for one or have held a one previously;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- From other sources such as Fraud Prevention Agencies, Credit Reference Agencies, other lenders, HMRC, DWP, publically available directories and information (e.g. telephone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies; and
- We buy or rent information about you or customers generally from third parties, including demographic information, vehicle details, claims history, fraud information, marketing lists, publicly available information, and other information to help improve our products and services or our business.

3. What do we use your personal data for?

We use your personal data, including any of the personal data listed in section 1 above, for the following purposes:

- Assessing an application for a product or service you hold with us, including considering whether or not to offer you the product or service, the price, the risk of doing so, availability of payment method and the terms;
- Managing products and services relating to the product or service, or application for one;
- Updating your records, tracing your whereabouts, and recovering debt;
- Managing any aspect of the product or service;
- To make automated decisions on whether to offer you a product or service, or the price, payment method, risk or terms of it;
- To perform and/or test the performance of our products, services and internal processes;
- To improve the operation of our business and that of our business partners;
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies;
- For management and auditing of our business operations including accounting;
- To carry out checks at Credit Reference and Fraud Prevention Agencies pre-application, at application, and periodically after that;
- To monitor and to keep records of our communications with you and our staff (see below);
- To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for Annual General Meeting ("AGM") processes;
- For market research and analysis and developing statistics;
- Assessing and profiling aspects of your vehicle (including assessing and predicting faults or issues), driving style (including recommending improvements and assessing risk associated with your driving style), location and routes taken (if relevant to your product or service);
- For direct marketing communications and related profiling to help us to offer you relevant products and service, including deciding whether or not to offer you certain products and

service. We'll send marketing to you by SMS, email, phone, post, social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match). Offers may relate to any of our products and services such as cars, roadside assistance, money and financial services, insurance, travel, member offers ("Member Benefits") as well as to any other offers and advice we think may be of interest;

- To provide personalised content and services to you, such as tailoring our products and services, our digital customer experience and offerings, and deciding which offers or promotions to show you on our digital channels;
- To develop new products and services and to review and improve current products and services;
- To comply with legal and regulatory obligations, requirements and guidance;
- To provide insight and analysis of our customers both for ourselves and for the benefit of business partners either as part of providing products or services, helping us improve products or services, or assess or improve the operating of our businesses;
- To share information, as needed, with business partners (e.g. financial services institutions, insurers), account beneficiaries, service providers or as part of providing and administering our products and services or operating our business;
- To facilitate the sale of one or more parts of our business;
- To enable other AA group companies to perform any of the above purposes; and
- To process any donations made to the AA Charitable Trust

4. What are the legal grounds for our processing of your personal information (including when we share it with others)?

We rely on the following legal bases to use your personal data:

- 1) **Where it is needed to provide you with our products or services**, such as:
 - a) Assessing an application for a product or service you hold with us, including consider whether or not to offer you the product, the price, the payment methods available and the conditions to attach;
 - b) Managing products and services you hold with us, or an application for one;
 - c) Updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
 - d) Sharing your personal information with business partners and services providers when you apply for a product to help manage your product;
 - e) All stages and activities relevant to managing the product or service including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up/changing/removing guarantors; and
 - f) For some of our profiling and other automated decision making to decide whether to offer you a product and/or service, particular payment method and the price or terms of this.
- 2) Where **it is in our legitimate interests to do so**, such as:
 - a) Managing your products and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt (where appropriate);
 - b) To perform, test the performance of, our products, services and internal processes;
 - c) To follow guidance and recommended best practice of government and regulatory bodies;
 - d) For management and audit of our business operations including accounting;
 - e) To carry out searches at Credit Reference Agencies pre-application, at the application stage, and after that. Where you have been introduced to us by a broker or other intermediary they may do these searches on our behalf;
 - f) To carry out monitoring and to keep records of our communications with you and our staff (see below);
 - g) To administer our good governance requirements and those of other members of our Group, such as internal reporting and compliance obligations or administration required for AGM processes;

- h) For market research and analysis and developing statistics;
 - i) For direct marketing communications and related profiling to help us to offer you relevant products and services, including deciding whether or not to offer you certain products and service. We'll send marketing to you by SMS, email, phone, post and social media and digital channels (e.g. using Facebook Custom Audiences and Google Custom Match);
 - j) Subject to the appropriate controls, to provide insight and analysis of our customers to business partners either as part of providing products or services, helping us improve products or services, or to assess or to improve the operating of our businesses;
 - k) For some of our profiling and other automated decision making; and
 - l) When we share your personal information with these other people or organisations other than for providing products and services to you, as necessary for running our business or comply with legal or regulatory obligations.
- 3) To comply with our **legal obligations**
 - 4) With your **consent or explicit consent**:
 - a) For some direct marketing communications;
 - b) For some of our profiling and other automated decision making; and
 - c) For some of our processing of special categories of personal data such as about your health, if you are a vulnerable customer or some criminal records information.
 - 5) For a **public interest**, such as:
 - a) Processing of your special categories of personal data such as about your health, criminal records information (including alleged offences), or if you are a vulnerable customer.

5. When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- AA Group companies and service providers;
- Business partners (e.g. financial services institutions, insurers), account beneficiaries, or others who are a part of providing your products and services or operating our business;
- Governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;
- Other organisations and businesses who provide services to us such as debt recovery agencies, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- Credit Reference and Fraud Prevention Agencies (see below); and
- Market research organisations who help us to develop and improve our products and services.

6. How and when can you withdraw your consent?

Where we're relying upon your consent to process personal data, you can withdraw this at any time by contacting us using the contact details in your policy documents or going to the Contact Us section of our website.

7. Is your personal information transferred outside the UK or the EEA?

We're based in the UK, but sometimes your personal information may be transferred outside the European Economic Area. If we do so, we'll make sure that suitable safeguards are in place, for example by using approved contractual agreements, unless certain exceptions apply.

8. How do we share your information with credit reference agencies?

To process your application, we'll perform credit and identity checks on you with one or more credit reference agencies (**CRAs**). Where you take insurance, financial or credit from us we may also make periodic searches at CRAs to manage your account with us. To do this, we'll supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We'll use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Assess payment methods available to you;
- Trace and recover debts; and
- Make sure any offers provided to you are appropriate to your circumstances.

We'll continue to exchange information about you with CRAs while you have a relationship with us. We'll also notify the CRAs about your settled accounts. If you borrow and don't repay in full and on time, CRAs will record the outstanding debt. This information may be given to other organisations by CRAs.

The identities of the CRAs, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail on our website.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you're making a joint application, or tell us that you have a spouse or financial associate, we'll link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

9. How do we share your information with Fraud Prevention Agencies?

This is explained in a separate leaflet available on our website or by using the contact details in your policy documents.

10. What should you do if your personal information changes?

You should tell us so that we can update our records. The contact details for this purpose are in your policy documents. We'll then update your records if we can.

11. Do you have to provide your personal information to us?

We're unable to provide you with our products or services if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

12. Do we do any monitoring involving processing of your personal information?

In this section, monitoring means any: listening to recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages, in person face to face meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, and for quality control and staff training purposes. This information may be shared for the purposes described above.

13. What about other automated decision making?

We sometimes make decisions about you using only technology, where none of our employees or any other individuals have been involved. For instance, we may do this to: decide whether to offer you a product or service, to determine the risk of doing so, the price we will offer, whether to offer you credit, what terms and condition to offer you, assess lending, insurance and business risks, or to assess what payment methods we can offer you. We may also do this using data from other parts of the AA, including product or services details (including usage of them or claims made) and telematics data captured including on your vehicle, driving behaviour and location information.

We'll do this where it is necessary for entering into or performing the relevant contract, is authorised by laws that apply to us, or is based on your explicit consent.

14. For how long is your personal information retained by us?

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations;
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us; and/or
- Retention periods in line with legal and regulatory requirements or guidance.

15. What are your rights under data protection laws?

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- The right **to be informed** about your processing of your personal information;
- The right to have your personal information **corrected if it is inaccurate** and to have **incomplete personal information completed**;
- The right **to object** to processing of your personal information;
- The right **to restrict processing** of your personal information;
- The right **to have your personal information erased** (the "right to be forgotten");
- The right to **request access** to your personal information and to obtain information about how we process it;
- The right to **move, copy or transfer your personal information** ("data portability"); and
- Rights in relation to **automated decision making which has a legal effect or otherwise significantly affects you**.

You have the right to complain to the Information Commissioner's Office which enforces data protection laws - <https://ico.org.uk/>. You can contact our DPO for more details on all the above.

16. Your right to object

You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the contact details in your policy documents to exercise these rights.

17. What are your marketing preferences and what do they mean?

We may use your home address, phone numbers, email address and social media or digital channels (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. You can stop our marketing at any time by contacting us using the details below or by following the instructions in the communication.

Changes to this privacy notice

We may change this privacy notice from time to time by updating this page in order to reflect changes in the law and/or our privacy practices. We encourage you to check this privacy notice for changes whenever you revisit our website – theaa.com/privacy-policy.

Contact Us

If you have any questions about this privacy notice, or if you wish to exercise your rights or contact the DPO, you can use the contact details in your policy book or you can go to the Contact Us section of our website. Alternatively, you can write to AA PLC, Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA, marking it for the attention of the DPO or email dataprotection@theaa.com.

AA COMPANY DETAILS

Automobile Association Developments Limited (trading as AA Breakdown Services) is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke, RG21 4EA. Registered in England and Wales Number: 01878835.

Acromas Insurance Company Limited is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Conduct Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers. Head Office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent, CT20 3SE.

Automobile Association Insurance Services Limited is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England & Wales number 2414212.

USEFUL CONTACT INFORMATION

For help following a breakdown in the UK

Fleetwide and Specialist Vehicle	0800 420 420 or 0121 275 2847
Minibus Rescue	0800 374 457
Accident Management Service (Monday to Friday, 8am to 6pm, Saturday 8am-1pm)	0800 622 796
Email enquiries	fleetcustomers@theAA.com

To renew your Fleet Breakdown Cover (Monday to Friday, 9am to 5pm)	0800 55 11 88 (option 1)
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Compliments and Complaints (Monday to Friday, 9am to 5pm)	0370 608 0277
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Follow up enquiries (after a breakdown is completed)	0370 608 0277 (Monday to Friday, 9am to 5pm)
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To make changes, cancel or enquire about your Fleet Breakdown Cover	0800 55 11 88 (option 1)
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To purchase European Breakdown Cover	0800 444 500
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For help following a breakdown in the Republic of Ireland (under discretionary/reciprocal arrangements)

AA Ireland	00 800 88 77 66 44
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SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by calling 07860 027 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details. Deaf, hard of hearing or speech-impaired customers can email fleetcustomers@theaa.com.

theAA.com/business

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